

7M # 67478

11768010

Curt Vanderwall HD 101

All-Wks Avrg		Notes	Rate \$5.00	RC %	RC \$	Unit/ Wk	Unit Tot	DP Code	Src	Start Date	End Date	Prog Name	Rtg
Total			\$8218.00				292						
Traverse City-Cadillac Sep16 C-			\$8218.00				292						
DMA Custom Live+7													
7787, Cadillac, MI			\$2949.00				163						
CNN -TV			\$1024.00				57						
Th-Su 5a-9a			\$17.00			4	8	RT	TP				0.0
M-Tu 5a-9a			\$17.00			2	4	RT	TP				0.0
Th-Su 9a-4p			\$12.00			6	12	RT	TP				0.0
M 9a-4p			\$12.00			2	3	RT	TP				0.0
Th-Su 4p-7p			\$18.00			4	8	RT	TP				0.0
M 4p-7p			\$18.00			1	2	RT	TP				0.0
Th-Su 7p-12m			\$23.00			8	16	RT	TP				0.0
M 7p-12m			\$23.00			2	4	RT	TP				0.0
FXNC-TV			\$909.00				52						
Th-Su 5a-9a			\$17.00			4	8	RT	TP				0.0
M-Tu 5a-9a			\$17.00			2	4	RT	TP				0.0
Th-Su 9a-4p			\$12.00			6	12	RT	TP				0.0
M 9a-4p			\$12.00			2	3	RT	TP				0.0
Th-Su 4p-7p			\$18.00			4	8	RT	TP				0.0
M 4p-7p			\$18.00			1	2	RT	TP				0.0
Th-Su 7p-12m			\$23.00			6	12	RT	TP				0.0
M 7p-12m			\$23.00			2	3	RT	TP				0.0
TNT -TV			\$290.00				15						
Th-Su 9a-4p			\$12.00			2	4	RT	TP				0.0
M 9a-4p			\$12.00			1	1	RT	TP				0.0
Th-Su 7p-12m			\$23.00			4	8	RT	TP				0.0
M 7p-12m			\$23.00			1	2	RT	TP				0.0
ESPN-TV			\$726.00				39						
Th-Su 5a-9a			\$17.00			2	4	RT	TP				0.0
M-Tu 5a-9a			\$17.00			1	2	RT	TP				0.0

NA

[illegible]

Wk 1 - Wk 2							Wk 1	Wk 2
Households							10/31	11/7
Imp	CPM Imp	CPP \$	Rch %	Freq	Pop		'16	'16
0	0.00	\$0			40443	223	69	
0	0.00	\$0			40443	223	69	
0	0.00	\$0			13001	128	35	
0	0.00	\$0			13001	44	13	
0	0.00	\$0			13001	8		
0	0.00	\$0			13001		4	
0	0.00	\$0			13001	12		
0	0.00	\$0			13001		3	
0	0.00	\$0			13001	8		
0	0.00	\$0			13001		2	
0	0.00	\$0			13001	16		
0	0.00	\$0			13001		4	
0	0.00	\$0			13001	40	12	
0	0.00	\$0			13001	8		
0	0.00	\$0			13001		4	
0	0.00	\$0			13001	12		
0	0.00	\$0			13001		3	
0	0.00	\$0			13001	8		
0	0.00	\$0			13001	12		
0	0.00	\$0			13001	3		
0	0.00	\$0			13001	4		
0	0.00	\$0			13001	1		
0	0.00	\$0			13001	8		
0	0.00	\$0			13001	2		
0	0.00	\$0			13001	32	7	
0	0.00	\$0			13001	4		
0	0.00	\$0			13001		2	



# VANDERWALL 10.31-11.13.16 NOV2016

Client MNR-CURT VANDERWALL

Zones: 7787, 7790

Flight Dates: 10/31/2016 - 11/13/2016

Agency: CTV MEDIA INC

Total # of Active Wks: 2

Spot Length: 30

Bill to: TV MEDIA ACCOUNTING

ATTN: ACCOUNTS PAYABLE, 1490

MANAGING PARKWAY  
POWELL, OH 43065

AE:

Sales Assistant N/A

Phone # N/A

Cell #: N/A

E-mail: N/A

Zone(s): Cadillac, MI, 7787

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate	Extended Cost
CNN	11/04/16	11/06/16	F-Su 5a-9a		8	8	\$17.00	\$136.00
CNN	11/07/16	11/08/16	M-Tu 5a-9a		4	4	\$17.00	\$68.00
FXNC	11/04/16	11/06/16	F-Su 5a-9a		8	8	\$17.00	\$136.00
FXNC	11/07/16	11/08/16	M-Tu 5a-9a		4	4	\$17.00	\$68.00
ESPN	11/04/16	11/06/16	F-Su 5a-9a		4	4	\$17.00	\$68.00
ESPN	11/07/16	11/08/16	M-Tu 5a-9a		2	2	\$17.00	\$34.00
CNN	11/04/16	11/06/16	F-Su 9a-4p		12	12	\$12.00	\$144.00
CNN	11/07/16	11/07/16	M 9a-4p		3	3	\$12.00	\$36.00
FXNC	11/04/16	11/06/16	F-Su 9a-4p		12	12	\$12.00	\$144.00
FXNC	11/07/16	11/07/16	M 9a-4p		3	3	\$12.00	\$36.00
TNT	11/04/16	11/06/16	F-Su 9a-4p		4	4	\$12.00	\$48.00
TNT	11/07/16	11/07/16	M 9a-4p		1	1	\$12.00	\$12.00
ESPN	11/04/16	11/06/16	F-Su 9a-4p		8	8	\$12.00	\$96.00
ESPN	11/07/16	11/07/16	M 9a-4p		2	2	\$12.00	\$24.00
CNN	11/04/16	11/06/16	F-Su 4p-7p		8	8	\$18.00	\$144.00
CNN	11/07/16	11/07/16	M 4p-7p		2	2	\$18.00	\$36.00
FXNC	11/04/16	11/06/16	F-Su 4p-7p		8	8	\$18.00	\$144.00
FXNC	11/07/16	11/07/16	M 4p-7p		2	2	\$18.00	\$36.00
ESPN	11/04/16	11/06/16	F-Su 4p-7p		4	4	\$18.00	\$72.00
ESPN	11/07/16	11/07/16	M 4p-7p		1	1	\$18.00	\$18.00
CNN	11/04/16	11/06/16	F-Su 7p-12m		16	16	\$23.00	\$368.00
CNN	11/07/16	11/07/16	M 7p-12m		4	4	\$23.00	\$92.00
FXNC	11/04/16	11/06/16	F-Su 7p-12m		12	12	\$23.00	\$276.00
FXNC	11/07/16	11/07/16	M 7p-12m		3	3	\$23.00	\$69.00
TNT	11/04/16	11/06/16	F-Su 7p-12m		8	8	\$23.00	\$184.00
TNT	11/07/16	11/07/16	M 7p-12m		2	2	\$23.00	\$46.00
ESPN	11/04/16	11/06/16	F-Su 7p-12m		16	16	\$23.00	\$368.00
ESPN	11/07/16	11/07/16	M 7p-12m		2	2	\$23.00	\$46.00

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate	Extended Cost
<b>Totals</b>					<b>163</b>			<b>\$2,949.00</b>

**Zone(s): Traverse City, MI, 7790**

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate	Extended Cost
CNN	11/04/16	11/06/16	F-Su 5a-9a		6	6	\$38.00	\$228.00
CNN	11/07/16	11/08/16	M-Tu 5a-9a		4	4	\$38.00	\$152.00
FXNC	11/04/16	11/06/16	F-Su 5a-9a		4	4	\$38.00	\$152.00
FXNC	11/07/16	11/08/16	M-Tu 5a-9a		4	4	\$38.00	\$152.00
ESPN	11/04/16	11/06/16	F-Su 5a-9a		4	4	\$38.00	\$152.00
ESPN	11/07/16	11/08/16	M-Tu 5a-9a		4	4	\$38.00	\$152.00
ESPN	11/04/16	11/06/16	F-Su 5a-9a		2	2	\$38.00	\$76.00
ESPN	11/07/16	11/08/16	M-Tu 5a-9a		2	2	\$38.00	\$76.00
CNN	11/04/16	11/06/16	F-Su 9a-4p		8	8	\$26.00	\$208.00
CNN	11/07/16	11/08/16	M 9a-4p		3	3	\$26.00	\$78.00
FXNC	11/04/16	11/06/16	F-Su 9a-4p		8	8	\$26.00	\$208.00
FXNC	11/07/16	11/08/16	M 9a-4p		3	3	\$26.00	\$78.00
ESPN	11/04/16	11/06/16	F-Su 9a-4p		10	10	\$26.00	\$260.00
ESPN	11/07/16	11/08/16	M 9a-4p		2	2	\$26.00	\$52.00
CNN	11/04/16	11/06/16	F-Su 4p-7p		2	2	\$41.00	\$82.00
CNN	11/07/16	11/08/16	M 4p-7p		1	1	\$41.00	\$41.00
FXNC	11/04/16	11/06/16	F-Su 4p-7p		2	2	\$41.00	\$82.00
FXNC	11/07/16	11/08/16	M 4p-7p		1	1	\$41.00	\$41.00
ESPN	11/04/16	11/06/16	F-Su 4p-7p		6	6	\$41.00	\$246.00
ESPN	11/07/16	11/08/16	M 4p-7p		2	2	\$41.00	\$82.00
CNN	11/04/16	11/06/16	F-Su 7p-12m		16	16	\$51.00	\$816.00
CNN	11/07/16	11/08/16	M 7p-12m		4	4	\$51.00	\$204.00
FXNC	11/04/16	11/06/16	F-Su 7p-12m		6	6	\$50.00	\$300.00
FXNC	11/07/16	11/08/16	M 7p-12m		2	2	\$50.00	\$100.00
TNT	11/04/16	11/06/16	F-Su 7p-12m		7	7	\$51.00	\$357.00
TNT	11/07/16	11/08/16	M 7p-12m		2	2	\$51.00	\$102.00
ESPN	11/04/16	11/06/16	F-Su 7p-12m		16	16	\$51.00	\$816.00
ESPN	11/07/16	11/08/16	M 7p-12m		4	4	\$51.00	\$204.00
<b>Totals</b>					<b>129</b>			<b>\$5,269.00</b>

**Order Summary:**

Zone Description: Cadillac, MI, 7787; Traverse City, MI, 7790

Total Spots: 292

Total Gross\$: \$8,218.00

Total Net\$: \$6,985.30

Average Investment per Active Week: \$4,109.00

Created on 11/3/2016

TIM#: 67478

**Broadcast Month Totals:**

	Nov 16	Total
Total Gross \$	\$8,218.00	\$8,218.00
Total Net \$	\$6,985.30	\$6,985.30
Total Spots	292	292
Gross \$ by Zone		
7787	\$2,949.00	\$2,949.00
7790	\$5,269.00	\$5,269.00
Net \$ by Zone		
7787	\$2,506.65	\$2,506.65
7790	\$4,478.65	\$4,478.65
Total Spots by Zone		
7787	163	163
7790	129	129

**Total By Zone:**

Gross \$	7787	7790
	\$2,949.00	\$5,269.00
Net \$	\$2,506.65	\$4,478.65
Spots	163	129

**Disclaimer:**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Acceptance Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



Terms and Conditions for the Charter Communications Operating, LLC and its business unit Spectrum Reach TM Advertising Contract and Application for Credit ("Terms and Conditions")

The parties acknowledge and agree that the terms and conditions set forth herein shall constitute the terms and conditions of the service contract between the parties ("Contract") for the cable advertising services, production services, or related services ("Services") to be provided to the Client ("Advertiser") by Charter Communications Operating, LLC and its business unit Spectrum Reach TM ("Spectrum Reach TM") as set forth on the front of the Contract.

(1) The rate for any advertising time purchased by the Advertiser shall be as stated on the Contract (plus any applicable taxes, franchise fees, and/or other assessments by any governmental authority), and if no rate is set forth thereon, the rate applicable shall be that set forth on Spectrum Reach TM's rate card then in effect at the time the Advertiser's order for such Service is accepted. Payment for Services procured hereunder must be made by Advertiser and received by Spectrum Reach TM no less than thirty (30) days after the date of the invoice thereafter, except that Spectrum Reach TM, in its sole discretion, reserves the right to require payment in advance from Advertiser. If payments are not received by the payment due date, Advertiser agrees to pay interest accrued on any past due amounts at a rate of (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is less. Spectrum Reach TM may process Advertiser's check payment electronically. With electronic check conversion, Advertiser's bank account will be debited in the amount of Advertiser's check as early as the same day Spectrum Reach TM receives payment. The transaction will appear on Advertiser's bank statement as an electronic funds transfer. Advertiser's original check will be destroyed and it will not be returned to Advertiser's bank.

(2) In the event of any cancellation of the Contract by Advertiser, Advertiser shall be liable for all payments to be made hereunder, though Spectrum Reach TM may, from time to time, accept payments from an Advertiser's Agency on Advertiser's behalf. Any acceptance of payments from an Agency shall not relieve the Advertiser from liability for any amounts unpaid by the Agency. Spectrum Reach TM reserves the right to accept orders placed by Advertiser's Agency, provided that both Advertiser and Agency shall remain jointly and severally liable for payment and performance of Advertiser's obligations to Spectrum Reach TM hereunder. Agency expressly represents and warrants that Agency has the authority to bind Advertiser to the terms and conditions of the Contract with respect to any order it places on Advertiser's behalf.

(3) Any cancellation of an order/the Contract by Advertiser or Agency must be submitted in writing to and received by Spectrum Reach TM subject to the following timeframes: (a) for spot advertising the deadline for cancellation is two (2) weeks prior to the effective date of cancellation; (b) for spot advertising with Local OnDem and advertising, the deadline is thirty (30) days prior to the effective date of cancellation; and, (c) for Local OnDem and advertising, the deadline is thirty (30) days prior to the effective date of cancellation. Failure to provide such advance cancellation notice shall result in charges for Service preparation work conducted by Spectrum Reach TM (including without limitation, advertising time not used but ordered for the next deadline date(s)).

(4) In performing the Services, Spectrum Reach TM shall use commercially reasonable efforts to cablecast each advertisement at its scheduled cablecast time. However, Spectrum Reach TM shall not be responsible for failure to cablecast the advertisement(s) if such failure is the result of mechanical, electrical, or equipment malfunctions, accidents, riots, strikes, epidemics, acts of God, or any other conditions beyond the reasonable control of Spectrum Reach TM. If for any reason there is an interruption, delay or omission of any advertisement to be cablecast, Spectrum Reach TM will notify Advertiser or Agent that it will run the interrupted, delayed or omitted advertisement at a substitute time ("Make Good"). In no event shall Spectrum Reach TM be liable for incidental, indirect, special or consequential damages in connection with or arising out of (i) the failure or inability of Spectrum Reach TM to cablecast the advertisement or (ii) any incorrect cablecasting of any advertising. Advertiser's sole and exclusive remedy for liability of any kind arising under the Contract shall be limited to Spectrum Reach TM furnishing a Make Good, or if not feasible in Spectrum Reach TM's reasonable discretion, a refund of the proportionate amount paid for said interrupted, delayed, incorrect, or omitted advertisement.

(5) Spectrum Reach TM may cablecast an advertisement on a group of multi-channel video programming distribution systems ("MVPDs") serving a single Designated Market Area ("DMA") on which advertising is sold and simultaneously distributed across all such MVPDs in a coordinated manner (commonly known as an "interconnect"). The order shall be deemed fulfilled and will be invoiced for payment when the advertisement is distributed to at least 90% of the insertable subscribers in the DMA.

(6) Spectrum Reach TM may cancel, in whole or in part, any advertisement under the Contract (a) in order to cablecast any program which, in its sole and absolute discretion, it deems to be of public importance or in the public interest, or the cablecast of which is necessary for Spectrum Reach TM to comply with its agreements with its program services suppliers; or (b) if Spectrum Reach TM determines in its sole discretion that such advertisement would conflict with any of its agreements with its program services suppliers.

(7) Spectrum Reach TM at all times reserves the right to reject any and all advertisements submitted by Advertiser or Agency, whether due to technical quality, content (except for political advertisements which are cablecast pursuant to the provisions of Section 315 of the Communications Act of 1934, as amended), for financial reasons if Spectrum Reach TM determines, in its sole discretion that Advertiser's or Agency's ability to pay Spectrum Reach TM is impaired, or for any other reason, without cause or the necessity or requirement of giving any explanation whatsoever.

(8) Spectrum Reach TM reserves the right (but disclaims any responsibility or obligation) to preview any advertisements prior to airtime to determine without taking or relieving Advertiser or responsibility or liability for doing so, (i) if any advertisement meets Spectrum Reach TM's technical requirements, (ii) if an advertisement's content warrants special



scheduling considerations as stated in paragraph 6, (iii) if an advertiser's content violates any of the Advertiser's representations and warranties contained in the Contract, and/or (iv) if an advertisement is otherwise unsuitable for cablecasting. If Spectrum Reach TM determines that the respective advertisement is not suitable for cablecasting based on any of the foregoing considerations, it may refuse to cablecast any such advertisement without liability to the Advertiser.

(9) Spectrum Reach TM reserves the right to schedule exclusively between 10:00 PM and 5:00 AM in the local time zone in which the advertisement is aired, any advertisements that contain nudity, indiscreet sexuality, profane language, or excessive violence. Spectrum Reach TM shall have the right to require the Advertiser to provide, at Advertiser's expense, an audio/video disclaimer (satisfactory to Spectrum Reach TM) before, during, and after each advertisement. Each such disclaimer must include the following statements (complete with the appropriate information): (i) OPEN: The following advertisement contains scenes of and may not be suitable for children under 17. Parental discretion is advised, or (ii) WITHIN ADVERTISEMENT: (Before each potentially objectionable scene). The following segment of the advertisement contains scenes of \_\_\_\_\_ and may not be suitable for children under 17. Parental discretion is advised, or (iii) CLOSE: The preceding advertisement was produced by an independent producer, and does not necessarily reflect the views of SPECTRUM REACH TM or its employees, officers or directors.

(10) Advertiser represents and warrants that Advertiser has or has obtained all rights necessary to air/display the content of the advertisement(s) purchased hereunder and that neither the advertisement(s) nor elements thereof or material contained therein (including without limitation all music composition, copy and other materials used in connection with advertisement(s)) will infringe upon or violate the right of privacy, or right of publicity of, or constitute a libel or slander against, or defame, or violate or infringe upon any copyright, ownership rights, license, authority, trademark or service mark, common law or other right (including, without limitation, any other intellectual property rights or literary, dramatic, comedic, musical, or photo playright of any person, entity, firm or corporation) or violate any applicable law. Spectrum Reach TM enters into the Contract in reliance upon the further warranties and representations of Advertiser that the content of each advertisement is not misleading or deceptive, that each is in compliance with all applicable state and federal regulations, and specifically, that each complies with the rules and regulations of the Federal Trade Commission and all other applicable law. Advertiser shall indemnify and hold Spectrum Reach TM harmless from and against any and all claims, losses, expenses, damages (indirect or direct), liability, expenses, and/or costs (including without limitation attorney's fees and court costs) to the extent arising from (1) a breach or violation of the foregoing warranties and representations, (2) the negligence or willful misconduct of Advertiser or Agency, and/or (3) otherwise the cablecast of advertisement(s) submitted/placed by Advertiser or Agency under the Contract.

(11) Advertiser shall at its sole cost and expense furnish Spectrum Reach TM all advertisements. Advertiser shall deliver all advertisements to Spectrum Reach TM by the deadlines as determined by Spectrum Reach TM. Spectrum Reach TM hereby disclaims any and all liability for any loss, erasure damage, or any other destruction to any advertisement materials furnished by Advertiser or, even if accepted by Spectrum Reach TM, any telephone, mail, facsimile, or other communications from any third party relating to any advertisements hereunder. If Spectrum Reach TM does not receive such advertisements within the time specified or otherwise prior to the time requested/alotted for airing, Spectrum Reach TM reserves the right to cancel the Contract without notice to the Advertiser. If Advertiser submits a written request within thirty (30) days after the date of last cablecast of any advertisement under the Contract, Spectrum Reach TM shall return Advertiser's materials to Advertiser at Advertiser's sole expense. If Advertiser does not timely make such a request, Spectrum Reach TM shall have the right to dispose of all such materials as it sees fit, including without limitation destruction thereof.

(12) Advertiser grants Spectrum Reach TM authorization to (i) access applicable credit reporting (Commercial/Consumer) in order to establish credit terms and perform periodic reviews of credit history and (ii) to contacting provided references for use in making a decision regarding Advertiser's creditworthiness.

(13) The Contract may not be assigned or transferred by the Advertiser or Agency without the prior written consent of Spectrum Reach TM. Spectrum Reach TM shall have no obligation to perform the services or otherwise cablecast for the benefit of any person or entity other than Advertiser, or for any product or service other than that described on the front of the Contract.

(14) The Contract shall be governed, construed, and enforced in accordance with the applicable laws of (i) the state where the Spectrum Reach TM sales office that handles your account is located and (ii) the United States. If any provision hereof is declared to be unlawful or unenforceable, such provision shall be severed to the extent of such unenforceability and any and all other provisions not affected thereby shall remain in full force and effect.

(15) The Contract is subject to the terms and conditions of franchises and licenses held by Spectrum Reach TM and all applicable federal, state, and local laws, ordinances, rules, and regulations.

(16) All notices to Spectrum Reach TM required or permitted under the Contract shall be delivered in writing via certified mail (return receipt requested) or nationally recognized overnight courier to the Spectrum Reach TM sales office that handles your account.

(17) The Contract contains the entire agreement between the parties, and no change, modification, or waiver of any of its terms and/or conditions shall be effective unless made in writing and signed by all parties hereto. In addition and without limiting the foregoing, no course of dealing between the parties or any delay on the part of a party to exercise any



right it may have under the Contract shall operate as a waiver of any of the rights set forth hereunder or provided by applicable law or equity, no waiver of any prior breach or default of the Contract shall operate as the waiver of any subsequent breach or default, and no express waiver shall affect any term or condition of the Contract other than that expressly described in any such waiver, and any such waiver shall apply only for the time and manner specifically stated.

(18) If either party is obligated to incur costs in any action (by either party) to enforce any provision of the Contract, the prevailing party in such enforcement action (whether plaintiff or defendant) shall be entitled to reimbursement for all reasonable costs incurred in such action, including but not limited to reasonable collection and attorneys' fees and costs. Advertiser and Agency waive, as to the Contract and all obligations to Spectrum Reach TM, all exemptions, constitutional or otherwise, of personal property from levy and sale under execution or other process for the collection of debts.

(19) The parties agree that the terms of the Contract and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to the Contract, that the consideration provided by each party under the Contract only runs to the respective parties hereto, and that no person or entity not a party to the Contract shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

(20) Spectrum Reach TM may change or modify these Terms and Conditions from time-to-time without notice other than posting these amended Terms and Conditions on our internet website. The amended Terms and Conditions will automatically be effective when posted on our internet website.

(21) Except as otherwise provided herein, all controversies, disputes or claims of any kind arising between Charter Communications Operating, LLC and its business unit Spectrum Reach TM and/or its officers, directors, parents, affiliates, agents, employees or attorneys (in their representative capacity) and Advertiser and/or its shareholders, officers, directors, parents, affiliates, agents, employees or attorneys, shall be resolved through binding arbitration. Such arbitration shall be undertaken in accordance with the following provisions. This agreement to arbitrate shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Spectrum Reach TM and Advertiser agree that arbitration shall be conducted on an individual, not a class-wide, basis.